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2522 Chambers Road Suite 100
Tustin, CA 92780

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4. **Modification of these Terms.** XERQ reserves the right, at its discretion, to change, modify, add, or remove portions of these Terms at any time by posting a notice on the Website or by contacting you at the email provided by you at the time of registration. It is advised that you check these Terms and any Guidelines periodically for changes. Your continued use of XERQ after the posting of changes constitutes your binding acceptance of such changes. For any material changes to these Terms, such amended terms will become effective thirty (30) days from the date initially posted on XERQ.
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 - a. "stalk", harass, threaten, or defraud other XERQ Members;
 - b. send, post, or make available threatening, embarrassing, hateful, racially or ethnically insulting, deceptive, tortious, defamatory, libelous, or otherwise inappropriate or offensive content to other XERQ Members;

- c. make unsolicited or inappropriate offers, advertisements or proposals for goods, services or other commercial activities outside of XERQ;
 - d. send junk mail or chain letters to other Members;
 - e. impersonate another individual (including another XERQ Member or member of the XERQ staff);
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 - j. use or encourage others to use XERQ for any illegal purpose;
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 - l. interfere with any security-related features of XERQ;
 - m. intentionally interfere with the operation of XERQ or any Member's enjoyment of XERQ, including intentionally posting inflammatory statements to get a reaction ("Trolling");
 - n. discuss, promote, or depict any form of child sexuality, abuse, exploitation, or related topics that may be harmful to or threaten the security of a child or minor;
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 - p. decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of XERQ, except to the limited extent applicable laws specifically prohibit such restriction;
 - q. use bots on the site;
 - r. buy, sell or trade subscriptions for non-XERQ items (including cash) or vice versa;
 - s. attempt to hack or scam other Members;
 - t. engage in any other conduct prohibited by our Rules and Guidelines.
6. **Eligibility; Account Information.** XERQ is not available to persons under the age of 18 or to any Members suspended or removed from XERQ by its staff members. You agree that the information you provided to XERQ during Member registration and, at all other times, is true, accurate, current and complete. As a Member, you have an ongoing obligation to keep all account information accurate and up-to-date at all times. XERQ may, in its sole discretion, refuse to offer XERQ to any person or entity. XERQ may change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access XERQ is revoked in such jurisdictions.
7. **Password.** When you register as a Member you will be asked to provide a password. As you will be responsible for all activities that occur within your account, you should keep your password confidential. You are solely responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If you have reason to believe that your account is no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of your password, or any credit, debit or charge card number), you will immediately notify XERQ. You may be liable for the losses incurred by XERQ or others due to any unauthorized use of your account.
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- a. **Notice.** Notice. Except as explicitly stated otherwise, legal notices will be served on XERQ's national registered agent or to the email address you provide to XERQ during the registration process. Notice will be deemed given twenty-four hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you legal notice by mail to a postal address, if provided by you through XERQ. In such case, notice will be deemed given three days after the date of mailing.
- b. **Waiver.** The failure of XERQ to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by XERQ.
- c. **Governing Law.** These Terms will be governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of law.
- d. **Jurisdiction.** You agree that any action at law or in equity arising out of or relating to these Terms or XERQ will be filed only in the state or federal courts in and for Santa Clara County, California, and you hereby consent and submit to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action.
- e. **Severability.** If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions.
- f. **Assignment.** These Terms and related Guidelines, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by XERQ without restriction.
- g. **Survival.** Sections 7 and 14 through 19 will survive any termination of these Terms.
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